to sell to persons who would not resell at indicated prices, and that certain retailers made purchases on this condition, whereas, inferentially, others declined so to do".

DAMAGES—LOSS OF PUBLICITY.—Defendants entered into a contract whereby they engaged the plaintiff, a music-hall artiste, to perform at their music-hall for specified periods in four successive years at a weekly salary. The music-hall was a famous place of amusement and a successful engagement there added to the reputation of the performer. The defendants repudiated this contract. *Held,* "damages for loss of publicity were not recoverable in law." *Turpin* v. *Victoria Palace, Limited* [1918], 2 K. B. 539.

This case involves two points that have given the courts a great deal of trouble and in the decision of which they have been very cautious in their advance into an uncharted field. In the earlier English and American cases the courts refused to allow the recovery for the loss of a chance. In *Pierson* v. *Post,* (1805), 3 Caines N. Y. 75, the court said the plaintiff who had almost caught a fox, but was deprived of this good chance by defendant killing and appropriating the fox, had no cause of action and this, too, although the action was in case. This has been generally assumed to mean that a "chance" was not "property" for the loss of which an action would lie. It was not until quite recently, *Chaplin* v. *Hicks* [1911], 2 K. B. 793, that the court decided that to take away from the plaintiff an "opportunity" to compete for a prize "deprived the plaintiff of something that had monetary value" and thus gave a right of action. In *Bunning* v. *Lyric Theatre,* (1894), 71 L. T. 396, there was an express stipulation to advertise the plaintiff daily. In *Marcus* v. *Myer* (1895), 11 Times L. R., the defendants had contracted to insert an advertisement in a particular place in their newspaper. Plaintiff recovered substantial damages in either case, the rule of certainty in the measure of damage not being allowed to interfere with the exercise by the jury of its discretion on the evidence available. In the instant case the court did not call into question the property right established in *Chaplin* v. *Hicks,* but distinguished *Bunning* v. *Lyric Theatre* and *Marcus* v. *Myer* by the terms of the contracts, there being no evidence in the principal case that damages for loss of publicity were within the contemplation of the parties, and that to allow a recovery would "involve a dangerous extension of the right to damages."

DEATH—ACTION UNDER DEATH ACT—CONSTRUCTION OF STATUTES.—While in D's employ, and due to D's negligence, deceased sustained injuries which caused his death ten years afterwards. P, his widow, sued therefor under the Death Act of Pennsylvania, which provided that whenever death is caused by "unlawful violence or negligence", and no suit is brought by the deceased during his life, his widow or representative may sue and recover for the death thus occasioned. *Held,* P could recover, even though an action by the deceased had been barred by the statute of limitations. *Western Union Telegraph Co.* v. *Preston,* (C. C. A., 3rd Circ., 1918), 254 Fed. 229.

It is unquestionably the purpose of the Death Acts to change the common law rule that a personal action dies with the person. See TIFFANY, DEATH

BY WRONGFUL ACT, Sec. 124. The original tort is therefore held to be the only cause of action to support an action either by the deceased or his representative, and to enure to the representative subject to all of its infirmities and defences. *Michigan Central R. R. Co.* v. *Vreeland,* 227 U. S. 59, 70; *Hecht* v. *Ohio and Mississippi Ry. Co.,* 132 Ind. 507, 511; *Centofanti* v. *Pennsylvania R. R. Co.,* 244 Pa. 255, 262. Although there is but one cause of action, it is generally held that "the act does not transfer the right of action of his death, it is clear that anything that would bar the deceased's right of of action on different principles". *Blake* v. *Midland Ry. Co.,* 18 Q. B. 93, 110; *Michigan Central R. R. Co.* v. *Vreeland, supra; Mason* v. *Union Pacific Ry. Co.,* 7 Utah 77, 81; *Hamilton* v. *Jones,* 125 Ind. 176, 179. Where the statute expressly provides that the right of action of the representative is dependent on the existence of the right of action of the deceased at the time of his deah, it is clear that anything that would bar the deceased's right of action would also bar the representative's, including the statute of limitations. *Fowlkes* v. *Nashville and Decatur R. R. Co.,* 56 Tenn. 829; *Littlewood* v. *Mayor of N. Y.,* 89 N. Y. 24, 28; *Read* v. *Great Eastern Ry. Co.,* L. R. 3, Q. B. 555; *Louisville and St. Louis R. R. Co.* v. *Clarke,* 152 U. S. 230, 235; *Southern Bell Telephone Co.* v. *Cassin,* 111 Ga. 575, 576. But where, as in Pennsylvania, the right of action under the statute does not depend upon whether the deceased could have sued, had he lived, an action thereunder would be barred only when the cause of action itself had been extinguished. The defence of the statute of limitations in the instant case seems, then, to have been correctly held untenable, since it merely barred the remedy and not the cause of action of the deceased. Though such a construction might be said to contravene the original purpose and intention of the death acts; yet the main principle underlying the new right of action, which the statute gives to the representative, is that of compensating the dependents, and this is realized.

DEDICATION—RIGHT OF WAY OVER RAILROAD TRACKS.—P seeks an injunction to restrain the use of a way across its railroad tracks, which D city claims to have been dedicated by P, the evidence showing that the public had used the way for over twenty years, that at times P had placed a watchman there to protect the public from accident, and that accommodation trains had stopped there to discharge passengers. *Held,* D had no right of way across the tracks, the evidence not being sufficient to evince an intention to dedicate. *City of Atlanta* v. *Georgia R. and Banking Co.* (Georgia, 1919), 98 S. E. 83.

It is quite uniformly held that a railroad company may dedicate land for a public street across its right of way. ANGELL, HIGHWAYS, Sec. 134; ELLIOTT, RAILROADS, Sec. 425; ELLIOTT, ROADS AND STREETS, Sec. 146; 9 AM. AND ENG. ENC. 33; note, 8 L. R. A. (N. S.) 966; *Northern Pacific R. Co.* v. *Spokane,* 56 Fed. 915; *People* v. *Eel River and Eureka R. R. Co.,* 98 Cal. 665, 670; *Central R. R. Co. of N. J.* v. *Bayonne,* 52 N. J. L. 503. Such a dedication, to be valid, must not interfere materially with the performance of the company's charter duties. *Matthews* v. *Seaboard Air Line Ry.,* 67 S. Car. 499, 508; *Augusta* v. *Georgia R. R. and Banking Co.,* 98 Ga. 161, *semble.* In the